

## VESSEL CONDITIONAL TRANSFER DOCUMENT

**KNOW ALL MEN BY THESE PRESENTS:** That the United State of America (herein called the General Services Administration (GSA) acting by and through the State of \_\_\_\_\_, State Agency for Surplus Property (hereinafter after called the SASP) pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, for and in consideration of and in reliance upon the representations of \_\_\_\_\_ whose address is \_\_\_\_\_ (hereinafter called the Donee) that the property hereinafter described is required in the furtherance of the Donee's program and that such property will be used solely in connection with programs and more specifically for all the following purpose(s):

in accordance with the proposed program and plan as set forth in the Donee's "Letter of Intent" dated \_\_\_\_\_ as amended \_\_\_\_\_ which Expression of Interest is hereby incorporated herein and made a part hereof, and for no other purpose, does hereby deliver, sell, assign, and transfer all rights, title, and interest in and to the following described vessel:

together with all engines, appurtenances, and accessories attached thereto or installed therein (all of which are hereinafter referred to as the Property), which has been determined by GSA to have a fair value of \$\_\_\_\_\_, unto the Donee to have and to hold said Property, all singular forever, this donation being made on an "as is, where is" basis without warranty of any kind and delivery is made at the present location of the Property regardless of where the same may be situated or the condition thereof;

**SUBJECT, HOWEVER,** to the following conditions and restrictions:

1. The Donee agrees to obtain documentation of the vessel under the applicable laws of the United States and regulations promulgated thereunder and the applicable laws of the several States governing the documentation of said Property and at all to maintain such documentation. Upon written request and sufficient evidence to justify such action, GSA may waive the requirement for documentation in the case of donated vessels which are to be permanently moored on land and never to be used again on the waterways.
2. The Donee agrees to record this Vessel Conditional Transfer Document with the Coast Guard Documentation Officer at the port of documentation of the Property within 30 days after the receipt of the fully executed Vessel Conditional Transfer Document. If documentation is waved under (1), above, the requirement for registration may also be waived.
3. The Property shall be placed in use for the purpose stated above no later than 12 months after acquisition thereof and shall be used for a 12 month period thereafter.
4. There shall be a further period of restriction beginning on the date the Property has been used for the period prescribed in (3), above. This period will expire after the Property has been used for the purpose stated for an additional period of 48 months. During this additional period of restriction, the Property shall be used only for the purpose (s) stated above.
5. In the event the Donee does not record this Vessel Conditional Transfer Document with the Coast Guard Documentation Officer at the port of documentation of the

Property within 30 days after the date of receipt of the fully executed Vessel Conditional Transfer Document, or in the event the Property is not placed in use within 12 months of receipt and used for a 12-month period thereafter, the Donee shall within 30 days after the date on which the instrument should have been recorded, or within 30 days after the Property has ceased to be used, provide notice thereof, in writing to the SASP or otherwise make the Property available for transfer, provided the Property is still usable as determined by the SASP or otherwise dispose of the Property, through the SASP, as may be directed by GSA.

6. In the event the Property is not so used or handled as required by (1), (2), and (3), (4), and (5) above, title and right to the possession of the Property shall, at the option of the GSA, revert to the United States Government. Upon demand the Donee shall, as directed by GSA through the SASP, return the property to the SASP for appropriate redistribution, sale, or other disposal. Any sale shall be for the benefit and account of the United States Government
7. During the periods of restriction prescribed in (3) and (4), above, the Donee shall make reports to the SASP on the use, condition, and location of the Property and on other pertinent matters as may be required from time to time by the SASP, or GSA.
8. During the periods of restriction prescribed in (3) and (4), above, the Donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of the Property, or remove it permanently for use outside the State of Michigan, without the prior written approval of GSA. The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the Property during the period of restriction set forth in (3), and (4), above, when such action is authorized in writing by the GSA, shall be for the account of the United States Government.
9. In the event, during the periods of restriction prescribed in (3) and (4) above, the Property is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of without prior written approval of GSA, the Donee, at the option of GSA, shall be liable for the proceeds of the disposal, the fair market value, or the fair rental value of the Property at the time of such unauthorized transaction or use, as determined by the GSA.
10. If at any time, from the date the Donee receives the Property through the periods of restriction prescribed in (3), and (4), above, the Property is no longer suitable, usable, or further needed by the Donee for the purpose for which required, the Donee shall promptly notify the SASP, and shall, as directed by the GSA through the SASP, return the Property to the SASP for appropriate redistribution, sale or other disposal.
11. The donee agrees to hold harmless and indemnify the Government for any and all costs, judgment, action, debt, liability costs and attorney's fees or any other request for monies of any type of relief arising from or incident to the transfer, donation, use processing, disposition or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of the item, material or substance, whether intentional or accidental.

IN WITNESS WHEREOF, the Donor and Donee have duly executed this instrument this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. United States of America, Acting by and through the \_\_\_\_\_ State Agency for Surplus Property

By \_\_\_\_\_

Title \_\_\_\_\_

DONEE:

By \_\_\_\_\_

Title \_\_\_\_\_

Institution:

\_\_\_\_\_

CITY of \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

STATE of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, says that she/he is the person who executed the foregoing instrument and that such instrument was executed under duly delegated authority on behalf of the \_\_\_\_\_ State Agency for Surplus Property, and acknowledged the foregoing instrument to be the free act and deed of the State of \_\_\_\_\_.

Given under my hand and official seal the day and year above written.

\_\_\_\_\_  
Notary public in and for the

City of \_\_\_\_\_

County of \_\_\_\_\_

State of \_\_\_\_\_

(seal)

My Commission expires: \_\_\_\_\_

DONEE: PLEASE COMPLETE THIS PAGE

CITY of \_\_\_\_\_)  
COUNTY of \_\_\_\_\_)  
STATE of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me appeared \_\_\_\_\_ to me personally know, who, being by me duly sworn, says that she/he is the person who executed the foregoing instrument on behalf of said \_\_\_\_\_, and acknowledges to me that she/he was duly authorized to execute the foregoing instrument and that she/he executed the same as a free act and deed of said \_\_\_\_\_.

Given under my hand and official seal the day and year above written.

\_\_\_\_\_  
Notary Public in and for the  
City of \_\_\_\_\_  
County of \_\_\_\_\_  
State \_\_\_\_\_

(Seal)

My Commission expires: \_\_\_\_\_